

EXHIBIT 6

[Print](#) | [Close Window](#)

Subject: RE: Settlement Agreement

From: Eddie Pantiliat <EAP@legalcounselors.com>

Date: Wed, Jun 17, 2015 9:12 am

To: "ps@strojnik.com" <ps@strojnik.com>, "Jason R. Mullis" <JMullis@wshblaw.com>

Attach: image001.jpg

Peter,

[REDACTED] regarding the timing of payment, I would hope that it could be made earlier than [REDACTED] and have no control over the carrier's funding process.

The liquidated damages is a material provision. I disagree with your comments as my clients are not litigious and [REDACTED] great harm from the amount of negative publicity this case has created. We expect [REDACTED] anything further to harm that [REDACTED] that need this [REDACTED] to [REDACTED] [REDACTED] [REDACTED] to removing the entire provision.

Lastly, the Stipulation looks fine but I did not see a proposed form of Order.

Thank you.

HYMSON GOLDSTEIN & PANTILIAT
ATTORNEYS, MEDIATORS & COUNSELORS



EDDIE A. PANTILIAT
ATTORNEY & COUNSELOR
16427 N. SCOTTSDALE ROAD, STE. 300
SCOTTSDALE, AZ 85254
P: 480.991.9077
F: 480.443.8854
EAP@HGPLAW.COM

[Web](#) | [Vcard](#) | [Facebook](#) | [YouTube](#) | [Email](#) | [Map](#)

HG&P is a Professional Limited Liability Company

From: ps@strojnik.com [mailto:ps@strojnik.com]

Sent: Tuesday, June 16, 2015 9:14 PM

To: Jason R. Mullis

Cc: Eddie Pantiliat

Subject: RE: Settlement Agreement

Counsel, I am not here to argue, I am here to fix. The best way to proceed, then, is for your clients and you to execute the Settlement Agreement. This should take 24 hours.

Let's get this done.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.
2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachment(s) is intended only for the use of the intended recipient and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, unauthorized use, disclosure or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return e-mail, and delete the original message and all copies from your system. Thank you.

----- Original Message -----

Subject: Re: Settlement Agreement
From: "Jason R. Mullis" <JMullis@wshblaw.com>
Date: Tue, June 16, 2015 8:58 pm
To: "ps@strojnik.com" <ps@strojnik.com>
Cc: Eddie Pantiliat <EAP@legalcounselors.com>

With respect to timing of payment, your information is wrong. They won't even process payment until they receive a signed agreement. Then they require funds to be processed through our trust account before dispersal and won't permit checks to be cut directly to a plaintiff. Thirty days is a minimum from receipt of a signed agreement.

Sent from my iPhone

On Jun 16, 2015, at 8:53 PM, "ps@strojnik.com" <ps@strojnik.com> wrote:

Thank you for the draft. Please review my redlined changes.

I agree that there should be no more publicity.

I have mainly two issues: First, I know from personal experience that Farmers can have the check(s) to you within a couple of days, so the 60 day payment period is unreasonable. Settlements are usually paid withi 10-14 days from the date of settlement, in our case June 6, 2015. In my redlines I propose a date certain when the payment is to be made.

The second issue is the liquidated damages issue. I my view there is no need for a liquidated damages provision. Damages are already covered by old Para 14, new Para 13. In addition, liquidated damages provisions have the unfortunate effect of having both parties looking for a sliver of breach as, for example, someone says "Yes, we settled and we are happy with the settlement", and the suing under the liquidated damages provisions.

Lastly, I attach a proposed stipulation for the entry of judgment and the proposed order.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.

2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachment(s) is intended only for the use of the intended recipient and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, unauthorized use, disclosure or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return e-mail, and delete the original message and all copies from your system. Thank you.

----- Original Message -----

Subject: Settlement Agreement

From: Eddie Pantiliat <EAP@legalcounselors.com>

Date: Tue, June 16, 2015 4:25 pm

To: "ps@strojnik.com" <ps@strojnik.com>

Cc: "Jason R. Mullis (JMullis@wshblaw.com)" <JMullis@wshblaw.com>

Hello Peter,

Here is the Settlement Agreement approved by us and the carrier. As you can see, it is imperative that Amy not create any more publicity related to this matter and certain necessary provisions have been included to assure that certainty and we consider them material terms to the Settlement.

Thank you.

<image001.jpg>

[Web](#) | [Vcard](#) | [Facebook](#) | [YouTube](#) | [Email](#) | [Map](#)

HG&P is a Professional Limited Liability Company

| <2. Patterson - Draft Settlement Agreement from Ed REDLINED.docx>

| <2. Patterson - Draft Settlement Agreement from Ed REDLINED.pdf>

| <Stipulation for Dismissal with Prejudice.doc>

| <Order Dismissing with Prejudice.doc>

Copyright © 2003-2015. All rights reserved.

1 Peter Strojnik, 6464
STROJNIK, P.C.
2 2415 East Camelback Rd., Suite 700
3 Phoenix, Arizona 85016
Telephone: 602-524-6602
4 Facsimile: 602-296-0135
5 e-mail: ps@strojnik.com
Special Counsel for Amy Patterson

6
7 **UNITED STATES DISTRICT COURT**
DISTRICT OF ARIZONA

8 AMY PATTERSON,

) NO. 2:15-cv-00494-NVW

9
10 Plaintiff,

)
) **STIPULATION FOR DISMISSAL**
) **WITH PREJUDICE**

11 vs.

12 TWO FINGERS, LLC, an Arizona)
13 corporation dba STONE & VINE URBAN)
ITALIAN RESTAURANT; FOUR)
14 FINGERS, LLC, an Arizona corporation)
dba SALT & LIME MODERN)
15 MEXICAN GRILL; SIX FINGERS, LLC,)
16 an Arizona corporation dba BLACK &)
BLEU RESTAURANT; JOSEPH M.)
17 POPO and GABRIELLA POPO,)

18 Defendants.
19

20 TWO FINGERS, LLC, an Arizona)
21 corporation dba STONE & VINE URBAN)
ITALIAN RESTAURANT; FOUR)
22 FINGERS, LLC, an Arizona corporation)
23 dba SALT & LIME MODERN)
MEXICAN GRILL; SIX FINGERS, LLC,)
24 an Arizona corporation dba BLACK &)
BLEU RESTAURANT; JOSEPH M.)
25 POPO and GABRIELLA POPO,)

26 Counter-claimants,)
27

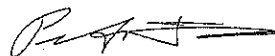
28 vs.

1 AMY PATTERSON,)
 2)
 3 Counter-defendant.)
 4)
 5 TWO FINGERS, LLC, an Arizona)
 6 corporation dba STONE & VINE URBAN)
 7 ITALIAN RESTAURANT; FOUR)
 8 FINGERS, LLC, an Arizona corporation)
 9 dba SALT & LIME MODERN)
 10 MEXICAN GRILL; SIX FINGERS, LLC,)
 11 an Arizona corporation dba BLACK &)
 12 BLEU RESTAURANT; JOSEPH M.)
 13 POPO and GABRIELLA POPO,)
 14 vs.)
 15 PETER K. STROJNIK and THE)
 16 STROJNIK FORM, L.L.C.)
 17)
 18 Third Party Defendants.)
 19)
 20)
 21)
 22)
 23)
 24)
 25)
 26)
 27)
 28)

15 Plaintiff Amy Patterson on the one hand and Defendants/Counterclaimants TWO
 16 FINGERS, LLC, dba STONE & VINE URBAN ITALIAN RESTAURANT; FOUR
 17 FINGERS, LLC, dba SALT & LIME MODERN MEXICAN GRILL; SIX FINGERS,
 18 LLC, dba BLACK & BLEU RESTAURANT; JOSEPH M. POPO and GABRIELLA
 19 POPO on the other stipulate to dismiss with prejudice all claims and counterclaims that
 20 have been brought or could have been brought in this cause, each to pay her/his/its costs
 21 and attorney's fees.

22 RESPECTFULLY SUBMITTED this ____TH day of June, 2015.

23
 24 STROJNIK P.C.

25 

26 Peter Strojnik (6464)
 27 Special Counsel for Amy Patterson
 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

HYMSON GOLDSTEIN & PANTILIAT, LLP

Eddie A. Pantiliat, Esq.
Counsel for Defendants/Counterclaimants

WOOD, SMITH, HENNING & BERMAN, LLP

Jason R. Mullis, Esq.
Counsel for Defendants/Counterclaimants

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

AMY PATTERSON,

) NO. 2:15-cv-00494-NVW

Plaintiff,

) **ORDER OF DISMISSAL WITH**
) **PREJUDICE**

vs.

TWO FINGERS, LLC, an Arizona)
corporation dba STONE & VINE URBAN)
ITALIAN RESTAURANT; FOUR)
FINGERS, LLC, an Arizona corporation)
dba SALT & LIME MODERN)
MEXICAN GRILL; SIX FINGERS, LLC,)
an Arizona corporation dba BLACK &)
BLEU RESTAURANT; JOSEPH M.)
POPO and GABRIELLA POPO,)

Defendants.

TWO FINGERS, LLC, an Arizona)
corporation dba STONE & VINE URBAN)
ITALIAN RESTAURANT; FOUR)
FINGERS, LLC, an Arizona corporation)
dba SALT & LIME MODERN)
MEXICAN GRILL; SIX FINGERS, LLC,)
an Arizona corporation dba BLACK &)
BLEU RESTAURANT; JOSEPH M.)
POPO and GABRIELLA POPO,)

Counter-claimants,)

vs.

AMY PATTERSON,

1)
 2 Counter-defendant.)
 3)
 4 TWO FINGERS, LLC, an Arizona)
 5 corporation dba STONE & VINE URBAN)
 6 ITALIAN RESTAURANT; FOUR)
 7 FINGERS, LLC, an Arizona corporation)
 8 dba SALT & LIME MODERN)
 9 MEXICAN GRILL; SIX FINGERS, LLC,)
 10 an Arizona corporation dba BLACK &)
 11 BLEU RESTAURANT; JOSEPH M.)
 12 POPO and GABRIELLA POPO,)
 13 vs.)
 14 PETER K. STROJNIK and THE)
 15 STROJNIK FORM, L.L.C.)
 16 Third Party Defendants.)
 17)

18 Upon stipulation of the Parties, and good cause shown, IT IS ORDERED that all
 19 claims and counterclaims that were or could have been brought in the above captioned
 20 cause by and between Plaintiff Amy Patterson on the one hand and
 21 Defendants/Counterclaimants TWO FINGERS, LLC, dba STONE & VINE URBAN
 22 ITALIAN RESTAURANT; FOUR FINGERS, LLC, dba SALT & LIME MODERN
 23 MEXICAN GRILL; SIX FINGERS, LLC, dba BLACK & BLEU RESTAURANT;
 24 JOSEPH M. POPO and GABRIELLA POPO on the other be and hereby are dismissed
 25 with prejudice, each party to pay her/his/its own costs and attorney's fees.

26 DONE IN OPEN COURT this ____TH day of June, 2015.

27 _____
 28 Neil Wake
 Judge of the District Court